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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92064595
Party	Plaintiff Pinnacle Entertainment, Inc.
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Signature	/Erin E. Lewis/
Date	10/14/2016
Attachments	First Amended Petition for Cancellation - 92064595.pdf(36139 bytes) Exhibits to Petition for Cancellation A-K.pdf(2515113 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Pinnacle Entertainment, Inc.,
Petitioner,

v.

Freki Corporation N.V. dba Pinnacle
Sports Worldwide Corporation,
Registrant.

CANCELLATION NO. 92064595

Registration No.: 3,981,274
Mark: PINNACLE SPORTS AFFILIATES
Registration Date: June 21, 2011

Registration No.: 3,981,273
Mark: PINNACLE SPORTS DIRECT
Registration Date: June 21, 2011

FIRST AMENDED PETITION FOR CANCELLATION

Pursuant to Fed. R. Civ. P. 15, and 37 CFR § 2.115 Petitioner submits this First Amended Petition for Cancellation which includes those Exhibits A-K which, in error, were omitted from Petitioner's October 12, 2016 submission to the TTAB.

Pursuant to 15 U.S.C. § 1064, Pinnacle Entertainment, Inc. ("Pinnacle"), a Delaware corporation having its principal place of business at 3980 Howard Hughes Parkway, Las Vegas, Nevada 89169, believes it will be damaged by the continued registration of, and hereby petitions to cancel, Registration No. 3981274 for the trademark PINNACLE SPORTS AFFILIATES and Registration No. 3981273 for the trademark PINNACLE SPORTS DIRECT. Pinnacle alleges the following in support of this First Amended Petition for Cancellation:

I. BACKGROUND FACTS

A. Pinnacle Entertainment

1. Pinnacle is a leading developer, owner and operator of casino gaming resorts throughout the United States.

2. Pinnacle currently owns and operates 15 gaming entertainment properties, located in Colorado, Indiana, Iowa, Louisiana, Mississippi, Missouri, Nevada and Ohio, which Pinnacle

promotes under the house mark PINNACLE ENTERTAINMENT.

3. Pinnacle owns 11 U.S. trademark registrations and six U.S. trademark applications for PINNACLE ENTERTAINMENT for goods and services offered at the Pinnacle Properties (Reg. Nos. 4592969, 4710637, 4592968, 4592967, 4001016, 4001015, 3904415, 3904414, 4430712, 4430711, 4196579; Ser. Nos. 86174949, 86174958, 86174907, 86174896, 86196863, 86196894) (the “PINNACLE ENTERTAINMENT Marks”).

4. Pinnacle also owns U.S. trademark registrations for the marks PINNACLE CARES (Reg. Nos. 4642586, 4642585) and PINNACLE ENTERTAINMENT FOUNDATION (Reg. Nos. 4927993, 4180024) (together with the PINNACLE ENTERTAINMENT Marks, “Pinnacle Marks”).

B. Freki Corporation

5. Upon information and belief, and as stated in the records of the United States Patent and Trademark Office (“USPTO”), Freki Corporation N.V. dba Pinnacle Sports Worldwide Corporation (“Freki”) is a foreign corporation organized under the laws of Netherlands Antilles with a principal place of business at Pater Euensweg 31 (2nd Floor) Willemstad, Curacao, Netherlands Antilles.

6. Upon information and belief, Freki was founded in 1998 and sometime thereafter began offering online gambling and online sports betting services through one or more Internet websites, including the website previously located at <https://www.pinnaclesports.com>, which presently redirects to <https://www.pinnacle.com> (the “Pinnacle Sports Website”).

7. Upon information and belief, after launching the Pinnacle Sports Website, Freki introduced an affiliate program whereby third-party affiliates (“Affiliates”) advertise the Pinnacle Sports Website and earn a commission on bets placed by new players resulting from

such advertising efforts (the “Affiliate Program”).

8. Upon information and belief, Freki offered and sold online gambling, online sports betting and related services, including, without limitation, services provided through the Affiliate Program, to United States customers through the Pinnacle Sports Website until January 11, 2007.

9. On or about January 11, 2007, Freki announced that the Pinnacle Sports Website would no longer accept bets from customers located in the United States. Attached hereto as Exhibit A is a true and accurate copy of the archived homepage of the Pinnacle Sports Website, as it appeared on January 13, 2007, displaying Freki’s announcement.

10. Upon information and belief, Freki exited the United States market in response to passage of the 2006 Unlawful Internet Gambling Enforcement Act by U.S. Congress. Attached hereto as Exhibit B is a true and accurate copy of a January 12, 2007 article posted to the sports betting information website, Casinomeister.com, discussing Freki’s exit.

11. Upon information and belief, since 2007, Freki has been prohibited from lawfully selling its online gambling and sports betting services to customers located in the United States.

12. United States residents are expressly prohibited from using services offered through the Pinnacle Sports Website. Attached hereto as Exhibit C is a true and accurate copy of the first two pages of the Terms and Conditions currently posted to the Pinnacle Sports Website.

13. Upon information and belief, since 2007, Freki has been prohibited from lawfully sharing betting commissions under the Affiliate Program with Affiliates located in the United States.

14. The Affiliate Program does not accept Affiliates that are based in the United States. Attached hereto as Exhibit D is a true and accurate copy of the webpage located at

<https://www.pinnacle.com/affiliates/faq>, which contains answers to frequently asked questions regarding the Affiliate Program.

15. The Terms and Conditions for the Affiliate Program expressly prohibit Affiliates from targeting customers located in the United States. Attached hereto as Exhibit E is a true and accurate copy of the first 10 pages of the current Terms and Conditions for the Affiliate Program.

16. Upon information and belief, since exiting the United States market in 2007, Freki has not lawfully sold any goods or services to customers located in the United States.

C. Freki's Trademarks and U.S. Registrations

17. Upon information and belief, Freki has offered and/or continues to offer online gambling, online sports betting and related services under the trademark PINNACLE SPORTS and certain variations, including, without limitation, the trademarks PINNACLE SPORTS AFFILIATES (the "AFFILIATES Mark") and PINNACLE SPORTS DIRECT (the "DIRECT Mark", and together with the AFFILIATES Mark, the "Freki Marks").

18. Upon information and belief, Freki offered online gambling, online sports betting and related services, including, without limitation, the Affiliate Program, under the Freki Marks in United States commerce until January 11, 2007.

19. Upon information and belief, Freki ceased use of the Freki Marks in United States commerce on or about January 11, 2007, but continued to use the Freki Marks outside of the United States.

20. Upon information and belief, and as stated in the records of the USPTO, on November 8, 2010, by and through its attorney of record, Freki filed applications to register the AFFILIATES Mark (Ser. No. 85171659) and DIRECT Mark (Ser. No. 85171645) (together, the "Applications") pursuant to 15 U.S.C. § 1051(a) in International Class 35 for the following

services:

Administration of a program for enabling participants to obtain discounts on products and services; Advertisement for others on the Internet; Advertising and commercial information services, via the Internet; Advertising and directory services, namely, promoting the services of others by providing a web page featuring links to the web sites of others; Advertising and marketing services, namely, promoting the goods and services of others; Advertising and promotional services; Advertising and publicity services; Advertising and publicity services, namely, promoting the goods, services, brand identity and commercial information and news of third parties through print, audio, video, digital and on-line medium; Advertising by transmission of on-line publicity for third parties through electronic communications networks; Advertising on the Internet for others; Advertising services; Advertising services, namely, promoting the brands, goods and services of others; Advertising the services of others via web pages optimized for online search engines; Advertising, including on-line advertising on a computer network; Advertising, including promotion relating to the sale of articles and services for third parties by the transmission of advertising material and the dissemination of advertising messages on computer networks; Advertising, promotion and marketing services in the nature of e-mail blast campaigns for others; Contests and incentive award programs to promote the sale of products and services of others; Cooperative advertising and marketing services by way of solicitation, customer service and providing marketing information via web sites on a global computer network; Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; Customer service management for others; Customer services, namely, providing customer service and product inquiry services via telephone and e-mail for others; Dissemination of advertising for others via an on-line communications network on the Internet; Dissemination of advertising for others via public and private wireless networks for display on mobile devices; General business networking referral services, namely, promoting the goods and services of others by passing business leads and referrals among group members; On-line advertising and marketing services; On-line advertising on computer communication networks; On-line advertising on computer networks; On-line advertising services for others; On-line promotion of computer networks and web sites; Online advertisements; Online advertising and promotional services; Online advertising via a computer communications network; Online media monitoring services using computer software to automatically monitor Internet web sites and online publications for customer-specified topics and to capture relevant content on those topics, and providing documentation and analysis of that online content to others for business purposes; Promoting the goods and services of others by means of distributing advertising on the Internet; Promoting the goods and services of others by means of the issuance of loyalty rewards cards; Promoting the goods and services of others through search engine referral traffic analysis and reporting; Promoting, advertising and marketing of the on-line web sites of others; Promotion, advertising and marketing of on-line web sites; Providing a web site which features advertisements for the goods and services of others on a global computer network

21. Upon information and belief, when Freki filed the Applications pursuant to

Section 1(a) of the Trademark Act, Freki made verified statements that the AFFILIATES Mark and the DIRECT Mark were in use in commerce at the time the Applications were filed.

22. Pursuant to Section 45 of the Trademark Act, as used in the Applications, the term “commerce” refers to commerce which may be lawfully regulated by United States Congress.

23. On or about June 21, 2011, the USPTO issued registrations for the AFFILIATES Mark (Reg. No. 3981274) and the DIRECT Mark (Reg. No. 3981273).

24. Registration Nos. 3981274 and 3981273 (together, the “Registrations”) are the subject of this Petition.

D. Freki’s Post-Registration Actions

i. AFFILIATES Mark

25. On or about June 1, 2016, Freki announced a rebrand of its company name from “Pinnacle Sports” to “Pinnacle.” Attached hereto as Exhibit F is a true and accurate copy of a press release posted to the Pinnacle Sports Website, announcing the company’s rebrand.

26. Upon information and belief, in connection with this rebrand, Freki removed the term “sports” from the AFFILIATES Mark, changing the mark from PINNACLE SPORTS AFFILIATES to PINNACLE AFFILIATES. Attached hereto as Exhibit G is a true and accurate copy of a press release posted to the Pinnacle Sports Website, announcing the Affiliate Program rebrand.

27. On or about August 12, 2016, Freki filed a combined Section 8 and 15 Declaration with the USPTO in connection with Reg. No. 3981274, stating in relevant part that the AFFILIATES Mark “has been in continuous use in commerce for five consecutive years after the date of registration...and is still in use in commerce on or in connection with all goods/services.” Attached hereto as Exhibit H is a true and accurate copy of this Declaration.

28. The specimen submitted in support of the Section 8 and 15 Declaration for the AFFILIATES Mark purports to be a screenshot of the webpage located at <https://www.pinnacle.com/en/notice/pinnaclesports-affiliates> (the “Affiliates Webpage”), which contains information about Freki’s Affiliate Program under the title “Pinnacle Sports Affiliates.” See Exhibit H.

29. Upon information and belief, after filing the Section 8 and 15 Declaration, Freki modified the Affiliates Webpage to add the statement that “Pinnacle Sports Affiliates has now been rebranded to ‘Pinnacle Affiliates’ in line with our new name – ‘Pinnacle.com’.” Attached hereto as Exhibit I is a true and accurate copy of the webpage currently located at <https://www.pinnacle.com/en/notice/pinnaclesports-affiliates>.

30. Upon information and belief, the Affiliates Webpage is not accessible through a link on the Pinnacle Sports Website; Internet users must go directly to <https://www.pinnacle.com/en/notice/pinnaclesports-affiliates> to access the page.

31. Upon information and belief, Freki originally created the Affiliates Webpage for the purpose of filing the Section 8 and 15 Declaration and maintaining its registration for the AFFILIATES Mark.

ii. DIRECT Mark

32. Upon information and belief, in or around 2012, Freki ceased using the DIRECT Mark in commerce in any and all jurisdictions.

33. On or about August 12, 2016, Freki filed a combined Section 8 and 15 Declaration with the USPTO in connection with Reg. No. 3981273, stating in relevant part that the DIRECT Mark “has been in continuous use in commerce for five consecutive years after the date of registration...and is still in use in commerce on or in connection with all goods/services.”

Attached hereto as Exhibit J is a true and accurate copy of this Declaration.

34. The specimen submitted in support of the Section 8 and 15 Declaration for the DIRECT Mark purports to be a screenshot of the webpage located at <https://www.pinnacle.com/en/notice/pinnacle-sports-direct> (the “Direct Webpage”), which contains information about Freki’s online betting services under the title “Pinnacle Sports Direct.” *See* Exhibit J.

35. The Direct Webpage features a hyperlink labeled “open an account” that directs Internet users located in the United States to a webpage stating in relevant part: “[b]ased on your detected IP we have determined your location to be within the USA, and must therefore block your access to Pinnacle.” Attached hereto as Exhibit K is a true and accurate copy of this webpage, located at <https://www.pinnacle.com/en/notice/us-block>.

36. Upon information and belief, the Direct Webpage is not accessible through a link on the Pinnacle Sports Website; Internet users must go directly to <https://www.pinnacle.com/en/notice/pinnacle-sports-direct> to access the page.

37. Upon information and belief, Freki created the Direct Webpage for the purpose of filing the Section 8 and 15 Declaration and maintaining its registration for the DIRECT Mark.

II. STANDING

38. Pinnacle has standing to file this Petition for Cancellation because it reasonably believes it will be damaged by the continued registration of the Freki Marks.

39. Pinnacle reasonably believes that, so long as the Registrations are active, the USPTO will refuse to register additional PINNACLE-formative marks in connection with goods or services that overlap with the broad description of services listed in the Registrations.

40. Accordingly, the Registrations preclude Pinnacle from expanding its use and

registration of PINNACLE-formative marks.

41. In addition, Pinnacle reasonably believes that continued registration of the Freki Marks may negatively impact Pinnacle's privileged gaming licenses.

42. Because of the similarities between the Freki Marks and the Pinnacle Marks, gaming authorities may reasonably presume an affiliation between the companies' business activities.

43. Freki's recent rebrand from "Pinnacle Sports" to "Pinnacle" exacerbates the similarities between the parties' marks and increases the likelihood that gaming authorities will mistakenly presume an affiliation between the companies.

44. So long as the Registrations remain active, gaming authorities are likely to believe that Freki is conducting business within the United States, potentially bringing Pinnacle's privileged licenses under scrutiny.

45. For the foregoing reasons, Pinnacle reasonably believes it will be damaged by the continued registration of the Freki Marks and therefore has standing to cancel the Registrations.

III. GROUNDS FOR CANCELLATION

A. Non-Use.

46. Upon information and belief, the Freki Marks were not in use in "commerce"—as that term is defined by Section 45 of the Trademark Act—in connection with any of the services identified in the Applications at the time of filing.

47. Freki filed the Applications pursuant to Section 1(a) of the Trademark Act.

48. Because there was no use of the Freki Marks in commerce when the Applications were filed, the resulting Registrations are void *ab initio*.

B. Abandonment

49. In the alternative, if the Freki Marks were in use in commerce when Freki filed the Applications, upon information and belief, Freki has abandoned the Freki Marks within the meaning of Section 45 of the Trademark Act.

50. Freki has discontinued use of the Freki Marks in commerce with the intent not to resume such use.

51. Freki has not used the Freki Marks in commerce within the meaning of Section 45 of the Trademark Act in the three consecutive years immediately preceding the date of this Petition for Cancellation.

52. Because Freki abandoned the Freki Marks, the Board should cancel the Registrations.

C. Fraud

53. Upon information and belief, Freki obtained the Registrations fraudulently.

54. When Freki filed the Applications, Freki falsely asserted that the Freki Marks were in use in commerce in connection with all of the services identified in the Applications at the time of filing.

55. Freki knew the Freki Marks were not in use in commerce within the meaning of Section 45 of the Trademark Act when it filed the Applications.

56. Upon information and belief, Freki filed the Applications in anticipation of the possible legalization of online gambling in the United States. In doing so, Freki was attempting to reserve priority trademark rights in the Freki Marks in the event it could ultimately reenter the United States market.

57. Freki made express misrepresentations in its Applications with the intention of deceiving the USPTO regarding its use of the Freki Marks.

58. Freki knew that the USPTO would not issue the Registrations if Freki truthfully represented the nature of its use of the Freki Marks.

59. Freki's misrepresentations regarding its use of the Freki Marks were material to the registrability of the Freki Marks.

60. If the USPTO had been aware of the true nature of Freki's use of the Freki Marks, the USPTO would not have issued the Registrations.

61. Further, Freki has attempted to fraudulently maintain the Registrations through the filing of Section 8 and 15 Declarations with the USPTO, containing false statements.

62. When Freki filed Section 8 and 15 Declarations in connection with the Freki Marks, it knew the Freki Marks were not in use in commerce within the meaning of Section 45 of the Trademark Act.

63. Freki made express misrepresentations in its Section 8 and 15 Declarations with the intention of deceiving the USPTO regarding its use of the Freki Marks.

64. Freki's misrepresentations regarding its use of the Freki Marks are material to Freki maintaining the Registrations.

65. The USPTO would reject Freki's Section 8 and 15 Declarations if the USPTO was aware of the true nature of Freki's use of the Freki Marks.

66. Based on Freki's fraudulent actions, the Board should cancel the Registrations.

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IV. REQUEST FOR RELIEF

WHEREFORE, Petitioner prays that Registration No. 3981274 for the trademark PINNACLE SPORTS AFFILIATES and Registration No. 3981273 for the trademark PINNACLE SPORTS DIRECT be cancelled, and that this Petition for Cancellation be sustained in Petitioner's favor.

Respectfully submitted,

Dated: October 14, 2016

By: /Erin E. Lewis/
Erin E. Lewis
Peter H. Ajemian
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Attorneys for Petitioner,
Pinnacle Entertainment, Inc.

PROOF OF SERVICE

Julie Obermeyer, an employee of Brownstein Hyatt Farber Schreck, LLP, says that on October 14, 2016, she served a copy of this FIRST AMENDED PETITION FOR CANCELLATION upon the following by enclosing the same in a First Class postage paid envelope and depositing it in the U.S. mail:

Juan Chardiet
6867 Elm Street, Suite 101
McLean, Virginia 22101

I declare that the statement above is true to the best of my information, knowledge and belief.

/Julie Obermeyer/
Julie Obermeyer

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EXHIBIT A



2,356 captures
2 Mar 00 - 10 Oct 16

http://www.pinnaclesports.com/?

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DEC

2006



A smarter way to bet

sports casino

Client ID

Password

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Change Language ?

English (N. American) ▼

Home

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Pinnacle Casino

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Affiliates

News and Stats

Multi-Way Calculator

About Us

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Wagering Info

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XML

Effective Immediately...

After careful consideration, Pinnacle Sports has chosen to voluntarily exit the American market. Accordingly, wagers will no longer be accepted from clients located within the United States as of Thursday 11th January 2007.

We would like to assure all our clients that your balances are available but those clients who are affected will be required to withdraw their balances using the Cashier function on their account. Please note that any pending wagers will be honored by Pinnacle Sports. As your wagers are graded, you may use the Cashier function to request any balance due.

As ever, Pinnacle Sports will continue to provide our Canadian and International clients with the same great value they have come to expect from the World's leading online sports book and casino.

Betting News & Stats

MLB Baseball News

NBA Basketball News

NCAA Basketball News

NFL Football News

NCAA Football News

NHL Hockey News

Soccer News

Wagering Menu

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▶ NCAA (College)

▶ NCAA (College) 1st Halfs

▶ Aussie NBL

⊕ Austria

▶ Belgium BLB

▶ Brazil - Campeonato Nacional Women

▶ Croatia A1 Liga

▶ Cyprus Men

▶ Czech Matonni

▶ Denmark

▶ England BBL Championship

▶ Estonia

⊕ Europe

⊕ France

⊕ Germany

⊕ Greece

▶ Holland FED Eredivisie Men

⊕ Italy

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▶ Egypt - League

⊕ England

⊕ France

⊕ Germany

⊕ Greece

▶ Halfs

⊕ Holland

⊕ Israel

⊕ Italy

▶ Lebanon - League

⊕ Mexico

▶ Morocco - SL

⊕ Portugal

⊕ Scotland

▶ Serbia - Super Liga

▶ South Africa - Premier

▶ South America - U20

⊕ Spain

⊕ Turkey

⊕ UEFA

▶ Soccer Futures

▶ Soccer: Early Market

▶ Tor Pentagon

Golf

http://banners.p

INTERNET ARCHIVE
WayBackMachine

2,355 snapshots
2 Mar 00 to 10 Oct 16

Turkey TBK
Ukraine SuperLiga
Aussie W NBL
Israel Cup

http://www.pinnaclesports.com/?
Go

Sony Open
Tiger 2007
Mens Australian Open
WTA Australian Open
Future Props for 2007
Davis Cup Winner 2007

DEC
2006

Football

- NFL
- NFL Team Totals
- NFL Live
- NFL 1st Halfs
- NFL 1st Halfs Team Totals
- NFL Quarters
- NFL Alternates
- NFL Propositions
- NFL Futures
- Fantasy Football Player Matchups
- Fantasy Football
- NCAA
- NCAA Live
- NCAA Football Futures
- Canadian Football
- Rugby League Futures
- Rugby Union Futures
- NCAA Half/Quarters.
- Aussie Rules (AFL) Futures

Hockey

- NHL
- NHL Propositions
- Asian Hockey League
- Austria
- Belgium - Championship
- Czech Republic
- France
- Germany
- Holland
- Italy
- Norway
- Switzerland
- UK
- USA (Other)

Other Sports

- Boxing
- PBA Bowling
- Nascar
- Ultimate Fighting
- Cricket

Currently available for wagering Not currently available for wagering Wagering to be available soon

Pinnacle Sports: Betting and Wagers online

Online sports betting from Pinnacle Sports bookmakers – your premier international sportsbook© 2004 - 2007 Pinnacle Sports

EXHIBIT B

Casinomeister®

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VETERAN SPORTS BETTING SITE EXITS U.S. MARKET



12 January 2007

Pinnacle reluctantly pulls the plug....

Online sports betters were taken unpleasantly by surprise this week by the news that after almost eight years of US operations, Pinnacle Sports has fallen victim to the Unlawful Internet Gambling Enforcement Act and has decided to exit the American market.

Splashed across the landing page of the popular sportsbook today (Thursday) was the following message:

"Effective Immediately...

"After careful consideration, Pinnacle Sports has chosen to voluntarily exit the U.S. market. Accordingly, wagers will no longer be accepted from clients within the U.S. as of Thursday, January 11, 2007.

"Those clients who are affected will be required to withdraw their balances using the cashier of their account. We assure all our clients your balances are available and Pinnacle will continue providing our international clients our same great value."

In an interview with the Eye on Gambling information site, a company spokesman added:

"When the U.S. focuses on something and says 'enough,' and when they go to 'war,' no individual company can possibly win in a fight of this nature.

"Since the Internet Gambling Bill went into effect, we have lost the ability to do business with many quality banks.

"Fortunately, 35-40 percent of our current gambling business is non US driven, and perhaps more importantly, we are experiencing stronger growth in Europe and Asia, than we are in the United States.

"So why live in fear?"

Pinnacle, which is respected in the sportsbook sector and carries "A" ratings from influential sites like Sportsbook Review, was founded in 1998 and in a short time grew to be one of the leading international sportsbooks, with thousands of satisfied customers from over 100 countries. The operation took pride in its ability to handle high margin operators and give gamblers attractive rates, boasting 105 style pricing 50 percent better value than many of its competitors and depending on a low margin business model with cash rebates.

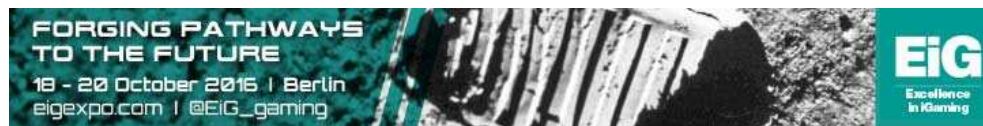
Licensed in Curacao, the site handled a large range of sports action with professional skill and efficiency, maintaining sufficient reserve funds in a secure and separate account to cover deposits and winnings of players. It is understood that at least 60 percent of its action came from American players.

Sportsbook Review, which rated Pinnacle Sports an A+, described the operation thus: "There are currently no equals that can compare to Pinnacle Sports in the categories of; promptness of payouts,value of betting lines and email response times. Additionally, Pinnacle Sports customer service department was awarded the Sportsbook Review 2004 Excellence Award. With the addition of Pinnacle Racebook's 7% rebate along with lines of -105, Sportsbook Review recommends that players takeadvantage of a one of a kind sportsbook and play at A+ rated Pinnacle Sports.

The timing of the exit will be painful for both players and Pinnacle, with only the six play-off games and the Superbowl left in the NFL season.

Online Casino News courtesy of [InfoPowa](#)

More news [here](#).



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[US Players Click Here](#)

Rogue Announcement

Pamper Casino!

A no pay, unlicensed, pirated software, stupidly named [Rogue Casino](#).

[Rogue section here...](#)

Did you know?

Ten Myths of Online Gambling

- Myth: Online Gambling is illegal...
- Myth: Online gambling encourages underage gambling...
- Myth: The House always wins...

Cut through the bullshit and find out what the Casinomeister says!

Casinomeister Accredited Casino:
32Red Casino Review
Solid as a rock - an awesome casino experience.

32Red Reviewed by...



The System is broken...

Yep it is. How do you know if the games are rigged? Sometimes you don't know. Thanks to Curaçao Egaming - you are screwed.

Check it out [here](#)

[More news here...](#)

Legal Statements and Privacy Policy

Casinomeister.com does not intend for any of the information contained on this website to be used for illegal purposes. You must ensure you meet all age and other regulatory requirements before entering a casino or placing a wager. Online gambling is illegal in many jurisdictions and users should consult legal counsel regarding the legal status of online gambling and gaming in their jurisdictions. The information in this site is for news and entertainment purposes only. Casinomeister.com is an independent directory and information service free of any gaming operator's control. Links to third party websites on Casinomeister.com are provided solely for informative/educational purposes. If you use these links, you leave this Website.

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EXHIBIT C

Terms and Conditions

Version Control

Date	Description	Version
May 6th, 2015	Initial Terms and Conditions replacing general rules	1.0

Introduction

These terms and conditions and the documents referred and linked to below (the "*Terms*") set out the basis upon which the website operated under the URL www.pinnacle.com (the "*Website*") and its related or connected services (collectively, the "*Service*") will be provided to you.

Please read these Terms very carefully as they form a binding legal agreement between you - our customer (the "*Customer*") - and us. By opening an account (the "*Account*") and using the Service you agree to be bound by these Terms, together with any amendment which may be published from time to time.

If anything is not clear to you please contact us using the contact details below.

The Service is supplied by PinBet Malta Ltd, a limited liability company registered in Malta with company registration number C68508, with registered address at Susan Court B1, Triq Il Prinjolata, Ta Xbiex, XBX 1130, Malta and byRagnarok Corporation N.V., a limited liability company registered in Curaçao with company registration number 79358, with registered address at Pletterijweg 43, Willemstad, Curaçao. Both companies collectively trade as 'Pinnacle'.

Pinnacle is licensed in Curaçao under the Licence 8048/JAZ2013-013 for the provision of sports betting and casino and is licensed in Malta under the Class II

Remote Gaming Licence 1069/2015 granted the 3rd March 2015 for the provision of sports betting. Pinnacle will only communicate with Customers by email to their registered email address (the "**Registered Email Address**") as provided when opening your Pinnacle Account: Communication from Pinnacle will be issued through the following mail only: csd@pinnacle.com.

General Terms

We reserve the right to amend the Terms (including to any documents referred and linked to below) at any time. When such amendment is not substantial, we may not provide you with prior notice. You will be notified in advance for material changes to the Terms and may require you to re-confirm acceptance to the updated terms before the changes come into effect. If you object to any such changes, you must immediately stop using the Service and the termination provisions below will apply. **Continued use of the Service indicates your agreement to be bound by such changes.** Any bets not settled prior to the changed Terms taking effect will be subject to the pre-existing Terms.

If at any time you are in any doubt about how to place bets or otherwise use the Service you should refer back to these Terms or contact our customer service department (**Customer Service Department**) at csd@pinnacle.com.

1. Your Obligations

You agree that at all times when using the Service:

1. You are over 18 years of age (or over the age of majority as stipulated in the laws of the jurisdiction applicable to you) and can enter into a binding legal agreement with us.
2. You are in a country where it is lawful to place bets on the Service (if in doubt, you should seek local legal advice). It is your responsibility to ensure that your use of the service is legal.

3. You are not a resident of the following countries:

i. the United States of America and its territories;

ii. the French Republic and its territories;

iii. United Kingdom;

iv. Netherlands (including Curacao and other countries and territories that form part of the Kingdom of Netherlands);

EXHIBIT D

[\(/affiliates/\)](/affiliates/)

Login (</affiliates/login>)

Join now (<https://affiliates.pinnacle.com/registration.asp?ito=5811&itc=2127>)

FAQ

New Account Questions:

Why should I join Pinnacle Affiliates™?

- **Weekly commission payments** – commission is paid every Monday, no need to wait until the start of the month to get your money
- **No minimum earnings or new player quotas** – 24/7 access to your commission with no restrictions or hoops to jump through
- **Earn money from winning players** – turnover commission allows you to earn money from winning players, no zero commission months.
- **Commission for life** – unlike other programs, your players are your players for as long as they remain active
- **Excellent retention and high player value** – our focus on low margin pricing and offering the best odds mean that Pinnacle players are loyal, bet often and are high value players. Great news for Affiliates.
- **Multi-currency commission** – earn commission in any of our supported currencies so there are no currency exchange charges or exchange rate hassles
- **Easy withdrawals** – we offer the following withdrawal methods: Neteller, Skrill (Moneybookers), Webmoney, POLi, Przelewy and bank transfers with more being added soon.

[Join Pinnacle Affiliates™ \(<https://affiliates.pinnaclesports.com/registration.asp>\)](https://affiliates.pinnaclesports.com/registration.asp) today and you'll benefit from promoting a brand that has over 17 years of experience and a worldwide reputation for honesty, integrity, fast payouts and always offering the best odds and the highest limits.

Do I need a website to join Pinnacle Affiliates™?

Should I read the Terms and Conditions before joining?

How many affiliate accounts can I have?

Can I promote Pinnacle™ on more than one website?

Can I refer my friends & family or earn commission on my own bets?

Will I be accepted with a website that features 'pinnacle' in the domain name?

How long is your tracking cookie valid for?

When is the affiliate reporting system updated?

Commission Questions:

How often do you pay commission?

Every Monday.

How can I withdraw my commission?

Are there any new player or commission limits I must reach before I can make a withdrawal?

Do you carry-over negative commission balances?

What is volume commission?

How is volume commission calculated?

Can I earn money from winning players?

Can I change my commission structure?

What is the commission structure for Pinnacle Casino™?

Do you offer master/sub-affiliate commissions?

Existing Account Questions

How can I generate banners and/or text links?

Please log-in to your affiliate account via www.pinnacle.com/affiliates (<http://www.pinnaclesportsaffiliates.com>).

Click on 'Marketing Tools' and select 'Get yourADs'.

The screenshot shows the Pinnacle Sports affiliates dashboard. The left sidebar contains a navigation menu with 'Marketing Tools' and 'Get your ADs' highlighted by red arrows. The main content area is divided into two sections: 'common.quickstats' and 'common.commissionbreakdown'.

common.quickstats

Merchant	Impressions	Clicks	Registrations	First Deposit Count	Total Commission
Pinnacle Sports	0	1	0	0	\$0.00
Total -	0	1	0	0	0.00

common.commissionbreakdown

common.norecordsreturned

Please select the following details:

-Merchant; don't select anything to get the most results

-Campaign; general

-Language

and click on **"search"**

The available banners/text links will automatically show up on the right side. If you click on the '+' sign, you can see the tracking codes which you need to use to add the banner to your website.

How can I generate a banking fees report?

How do I create different reports regarding my clicks, banners, registrations, banking fees, commission etc.?

Am I allowed to make use of the betting articles which can be found on <http://www.pinnacle.com/en/betting-articles> ?

How do I set up the security question for my commission account?

Why do I have to set up a security question for my commission account?

Is it possible to make use of your API/XML feed when I have an affiliate account?

Which countries am I not allowed to target?

Is it possible to change my commission from %volume commission to revenue share commission?

Am I allowed to refer friends or family when I have an affiliate account?

How can I change the personal details in my affiliate and commission account?

How do I transfer my commission from my commission account to my player account?

How can I withdraw my commission?

Do I have to rollover my commission?

How is it possible that my commission balance is negative while I'm on %volume commission?

Why do I have to pay banking fees?

Where can I find my commission balance?

I have created a new website and I would like to add that URL to my existing affiliate account.

Can I deposit money into my commission account?

I already have an affiliate account, can I still open a player account?

Can I have more than one affiliate/commission account?

I have lost my password, what do I do?

What's the difference between my affiliate account and my commission account?

Excluded Countries:

Please note that we do not accept affiliates based in The United States of America and Her territories, The Netherlands and Curaçao (formally The Netherlands Antilles), Turkey, Iran or Iraq.

[Click here to read our terms and conditions](#)

https://affiliates.pinnaclesports.com/terms_and_conditions.asp

Live Odds and API:

Pinnacle Affiliates™ members have access to our API through which you can access our live odds feed for promotion or odds comparison purposes. Click the link below for more information.

API Manual (<http://www.pinnaclesports.com/apimanual>)

Open your account today (<https://affiliates.pinnaclesports.com/registration.asp?ito=5811&itc=2127>)



(<http://gaffg.com/>)



(<http://validate.cyberluck.com/validate/4c2417d3-cf1c-4f17-9ea2-614c0a00002a>)



(<http://www.pinnacle.com/en/responsible-gaming#underage>)



(<http://www.gamcare.org.uk/>)



([https://www.authorisation.mga.org.mt/verification.aspx?lang=en&company=dd32c28b-4878-4f40-ad81-](https://www.authorisation.mga.org.mt/verification.aspx?lang=en&company=dd32c28b-4878-4f40-ad81-1d70719a35cc)

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1d70719a35cc)

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EXHIBIT E

(default.asp)

PINNACLE SPORTS AFFILIATES AGREEMENT

This affiliate agreement (hereinafter "Agreement"), sets out the complete terms and conditions between Ragnarok Corporation N.V., with company registration number 79358, whose registered office is located at Pletterijweg 43, Curaçao (hereinafter "Pinnacle Sports", "we", "us", "our") and you, the affiliate (hereinafter "Affiliate", "you", "your"), regarding your request to participate as an Affiliate in the Pinnacle Sports Affiliate program (hereinafter "Affiliate Program").

It is important that you read and understand this Agreement. You may also wish to print it for future reference. By downloading a Banner, Text Link, Marketing Materials, or any information pertaining to the Affiliate Program and placing it on your website(s), you agree to be bound by all the terms and conditions set out in this Agreement.

This Agreement supersedes all previous terms and conditions relating to the Affiliate Program or any affiliate program previously offered by Pinnacle Sports in relation to any customers introduced via any links.

ENROLLMENT

If you wish to participate in our Affiliate Program, you will first have to register by completing the online application form ("Affiliate Sign-up Form") and accept the Affiliate Program terms and conditions below (the "Terms and Conditions". After receipt of the completed form, the application shall be reviewed by Pinnacle Sports and if approved, confirmation shall be sent to you in writing.

Upon approval, an Affiliate Tracking Code will be assigned to you. Players who register for an account at Pinnacle Sports via your Affiliate Tracking Code on your website and any bets placed during such sessions, will be registered to you.

Please note that all new Affiliates start on the Percentage Volume Commission structure for a minimum evaluation period of three months at which time the account is eligible for review.

TERMS & CONDITIONS OF AFFILIATE PROGRAM

1. DEFINITIONS AND INTERPRETATION

1. The definitions and rules of interpretation in this paragraph apply in these Terms and Conditions.

"Affiliate Account"	means the account that is accessible to you by logging on with your user code and associated password, which provides certain 'members only' functionality, including facilities to check relevant statistics. It is accessed at www.pinnaclesportsaffiliates.com ;
"Affiliate Commission"	means the amount due and payable to you, as calculated based solely on our system's data and in accordance with the terms of this Agreement and the applicable Commission Structure;
"Affiliate Commission Account"	means the account into which your commission payment is credited. It is accessed at www.pinnaclesports.com ;
"Affiliate Network"	means the network of affiliates connected to Pinnacle Sports;
"Affiliate Tracking Code"	means the unique user identification code assigned to you when you signed up as a participant in the Affiliate Program;
"Affiliate Website"	means the website where the Affiliate will display Pinnacle Sports Banners, Text Links and other Marketing Materials;

"Banners"
and "Text
Links"

means the graphical artwork or text that includes Xcodes, Bonus Codes and odds feeds (API/XML) that are made available by us, that you may use to connect players to our Services from the Affiliate Website (or other electronic method) or using other Marketing Materials;

Means:

The table below shows how volume commission is calculated, (betting volume is the lesser of the amount bet or the amount that can be won on a bet).

Sport/Bet Type	% of betting volume
Soccer	0.28%
NFL & NBA	0.35%
All other sports	0.30%
Futures/Props/Outrights	0.30%
Parlays/Accumulators/Multiples	1.00%
Teasers	0.50%

"Betting
Volume"

Example:

A Player places a bet on Manchester United to beat Chelsea, risking £2,100 to win £2,000.

Volume Commission would be calculated as follows;

Amount Risked = £2,100

To Win = £2,000

Total Volume = £2,000

Volume Commission (0.28%) = £5.60;

"Bonus Codes"	means promotional codes for use by Players as made available by Pinnacle Sports from time to time;
"Bribery Legislation"	means the Bribery Act 2010 and any other applicable relevant bribery legislation;
"Business Day"	means any day (excluding Saturdays and Sundays) on which banks generally are open in the City of London for the transaction of normal banking business;
"Casino Cumulative Net Revenue"	<p>means the sum of all Real Money Players' wins including the marketing fee (calculated at 8% of net player wins) and the licensing fee (calculated at 12% of net player wins) or the sum of all Real Money Players' losses less the marketing fee (calculated at 8% of net player losses) and licensing fee (calculated at 12% of net player losses).</p> <p>Jackpot contributions and winnings are not included in the Casino Cumulative Net Revenue.</p> <p>means the payment plan you have accepted under which we pay you either Revenue Share Commission or Percentage Volume Commission.</p> <p>Unless otherwise agreed in writing, all Affiliates start on Percentage Volume Commission. Movement of Affiliates between commission structures is at the sole discretion of Pinnacle Sports and will be carried out after a trial period of not less than 3 months.</p>
"Commission Structure"	For Affiliates on Revenue Share Commission, we reserve the right to, without prior notice, transfer a Player to an Xcode on our Percentage Volume Commission structure should that Player's volume comprise of at least 51% of your total generated volume over either of the prior two one-week periods OR, should we deem a Player's wagering behavior to cause significant risk of an unrecoverable negative commission payment to you, the Affiliate. By not moving a Player to our Percentage Volume Commission structure, we do not waive the right to do so in the future should this situation still apply; We reserve the right to transfer all Players to an Xcode on our Percentage Volume Commission structure should we deem the overall volume or wagering behavior to cause significant risk of an unrecoverable negative commission payment to you.

"Confidential Information"	means all information in any form relating to a party (and any Group company in the case of Pinnacle Sports) (the "Disclosing Party") that is directly or indirectly disclosed to the other party (the "Receiving Party"), including any personal data and/or customer data, by any of the Disclosing Party's employees, professional advisers or contractors before or after the date of this Agreement;
"Deposit"	means funds deposited with Pinnacle Sports;
"Fees"	means the percentage of internal promotion expenses each Affiliate is required to pay including the net fees for all Real Money Player promotional bonuses, rebates, 30% of the total banking fees incurred on deposits and withdrawals, charge backs, fraud, and bad debt by any Real Money Players referred by the Affiliate.;
"Financial Data"	means the credit and debit card numbers, bank account numbers, credit limits, balances, and deposit and withdrawal amounts and history of the Players;
"Fraud Traffic"	means deposits, revenues, commission, royalties or traffic generated on the Services through illegal means or any other action committed in bad faith to defraud us (as determined by us in our sole discretion), regardless of whether or not it actually causes us harm, including but not limited to: deposits generated on stolen credit cards, affiliate or Player collusion, manipulation of the service or system, bonuses or other promotional abuse, creation of false accounts for the purpose of generating Affiliate Accruals, and unauthorised use of any third-party accounts, copyrights, trademarks and other third-party Intellectual Property Rights (that, for the avoidance of doubt, include our Intellectual Property Rights);
"Gaming Data"	means the names, addresses, telephone numbers, e-mail addresses, gaming history, or other contact information of the Players;
"Group"	means any company within the Pinnacle Sports group;

"Intellectual Property Rights"	means all copyrights, trademarks, trade names, trade secrets, domain names, proprietary and confidential information, and any other third-party intellectual property rights owned or licensed by Pinnacle Sports or the Group, and all Pinnacle Marks, Xcodes, Tracking URLs, Banners, Text Links and Marketing Materials as defined in this Agreement;
"Lifetime Value"	The lifetime of an affiliated player is deemed to be as long as there is an active, ongoing relationship between An "active" affiliate account is defined as an affiliate sending through a minimum of 1 new active player account per 12 month period and maintaining an active website with active Pinnacle Sports banners/promotions. A new active player is defined as a player who has registered, made at least one deposit, and placed 1 wager during the 12 month period.
"Marketing Materials"	means Banners and Text Links and any other marketing materials that have been provided or otherwise made available to you by us and/or pre-approved by us;
"Percentage Volume Commission:"	means a variable percentage of referred Players' Betting Volume, and a share of 30% of the Casino Cumulative Net Revenues;
"Personal Betting Account"	means a personal betting account with Pinnacle Sports;
"Pinnacle Mark"	means the words "Pinnacle", "Pinnacle Sports", "PinnacleSports book", "Pinnacle Sports book". "Pinnacle Sport betting", "Pinnacle Sports betting", "Pinnacle Sports Casino", "Pinnacle Sports Casino", "Pinnacle Sports Affiliate", "Pinnacle Sports Affiliates" and/or any logo, mark, domain name or trade name that contains, is confusingly similar to, or is comprised any Pinnacle Mark or any other name or mark owned from time to time by us or any company within the Group;
"Pinnacle Website"	means www.pinnaclesports.com or any other online site or platform that are owned, operated or controlled by or on behalf of us from time to time and each of its related pages through which a Player opens a Player Account and/or accesses our Services;

"Player"	means any person using any products or services on a Pinnacle Website whether attached to your Xcode or not who wagers through a Pinnacle Website;
"Player Account"	means a uniquely assigned account that is created for a Player when he/she successfully registers for the Services via a Tracking URL or sign-up bonus code;
"Real Money Player"	means any person who is attached to your Xcode and (i) has not been a Player with us before; (ii) is not located in a Restricted Territory; (iii) who has made a Deposit; (iv) is accepted as a Player under any applicable sign up or identity verification procedure which we may require; and (v) has adequately fulfilled any other qualification criteria that we may introduce from time to time. Notwithstanding any other provisions contained elsewhere in this Agreement, we reserve the right to alter the above-mentioned qualifying criteria at any time by virtue of placing notice on Pinnacle Website. It is the responsibility of the Affiliate to check for any updates to the Terms and Conditions;

means the following countries:

"Restricted
Territories"

- American Samoa;
- Curacao;
- Denmark;
- France & French Territories;
- German state of Baden-Wurttemberg;
- Germany;
- Guam;
- Netherlands;
- Northern Mariana Islands;
- Puerto Rico;
- Singapore;
- Spain;
- The Democratic People's Republic of Korea;
- Turkey;
- United Kingdom;
- United States Minor Outlying Islands;
- United States;
- Virgin Islands (U.S.);
- Any other country which may prohibit the offering on online gambling to its residents or to any person within such country.

This list may be updated at any time and, although we will endeavour to notify you of any updates, it is the responsibility of the Affiliate to check for any updates to the Terms and Conditions.

"Revenue
Share
Commission"

means a share of 30% of the Sports Book Cumulative Net Revenues and a share of 30% of the Casino Cumulative Net Revenues;

"Services"

means any product or service offered to Players on a Pinnacle Website;

"Sign-up
Bonus Code"

means a Bonus Code made available to a Player on registration with Pinnacle Sports;

"Sports Book Cumulative Net Revenue"	the sum of all Real Money Players' wins and losses in the sports book less Fees;
"Tracking URL"	means a unique hyperlink or other linking tool for referencing a Pinnacle Website or Services through which you refer potential Real Money Players. When the relevant Player opens their Player Account, our system automatically logs the Tracking URL and records you as the Affiliate;
"Term"	means the period from the date that we approve your application to become an affiliate following your submission of an Affiliate Sign-up Form, until such time as this Agreement expires or is terminated in accordance with its terms; and
"Xcode"	means the unique tracking code that we provide exclusively to you, through which we track Players' and Real Money Players' activities and calculate Affiliate Commission.

2. Paragraph headings shall not affect the interpretation or construction of these Terms and Conditions.
3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
6. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
7. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
8. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. LICENCE

1. In consideration of your continued promotion of the Services and subject to these Terms and Conditions, Pinnacle Sports grants you a terminable, non-exclusive, non-transferable right to use the Marketing Materials for the sole purpose of fulfilling your obligations under this Agreement.
2. It is a condition of this Agreement that you shall not yourself, nor shall you authorise, assist or encourage any third party to:

1. Place Marketing Materials on any online website or other medium where the content and/or material on such website or medium is potentially libellous, aimed at children under the age of 18, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, promotes illegal activities, or violates intellectual property rights;
2. Use Marketing Materials in a manner that may potentially confuse a Player or prospective Player;
3. Place Marketing Materials on any online website or other medium where the content and/or material on such online website or medium copies, resembles or frames a Pinnacle Website in whole or in part, disparages us or otherwise damages our goodwill or reputation in any way;
4. Read, intercept, modify, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any other person;
5. Register as a Player on behalf of any third party, or authorise or assist (save by promoting the Pinnacle Website and Services in accordance with this Agreement) any other person to register as a Player;
6. In any way alter, redirect or in any way interfere with the operation or accessibility of the Pinnacle Websites or any page thereof;
7. Take any action that could reasonably cause any end-user confusion as to our relationship with you or any third party, or as to the ownership or operation of a Pinnacle Website or service on which any functions or transactions are occurring;
8. Attempt to intercept or redirect (including via user-installed software) traffic from or on any online website or other place that participates in our Affiliate Network;
9. Violate the terms of use and any applicable policies of any search engines or the customer feedback facilities of other websites;
10. Attempt to communicate to Players, whether directly or indirectly, on a Pinnacle Website to solicit them to move to any online website not owned by us or for other purposes without our prior approval including but not
11. Attempt to market or promote our Services (or any specified part thereof) or a Pinnacle Website within territories which are Restricted Territories to attempt to circumvent any restriction which we have put in place to prevent players from Restricted Territories from signing up as Real money Players or attempt to disguise the geographical location of a Player.

3. AFFILIATE'S OBLIGATIONS

1. You warrant and undertake that:

1. You have provided true and complete information to us when completing the Affiliate Sign-up Form and shall promptly update such information if all or any part of it changes and you shall also provide us with such other information as we may reasonably request from time to time;
2. You shall incorporate and prominently and continually display the most up-to-date Marketing Materials and information provided by us on the Affiliate Website in a manner and location agreed by us;
3. In marketing the Services, you shall only use the approved Marketing Materials;
4. You shall not modify the Marketing Materials or the Pinnacle Marks in any way, without our prior written consent;
5. You shall only use the Marketing Materials in accordance with these Terms and Conditions, or any guidelines we provide to you on a Pinnacle Website or otherwise from time to time and any applicable laws;
6. You have obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable you to fulfil your obligations under this Agreement and that you will fully comply with all applicable laws and regulations including any advertising codes;

EXHIBIT F



Pinnacle Sports rebrands to Pinnacle

New [Pinnacle.com](http://www.pinnacle.com) domain signals launch of new design style on sports, casino, eSports and mobile sub-brands

London, 1st June 2016

Leading gaming operator, Pinnacle Sports, has unveiled a comprehensive rebrand to 'Pinnacle' following the recent acquisition of the www.pinnacle.com domain.

Complementing the new brand launch is a bold new logo that showcases Pinnacle's sub-brands for sports betting, casino, eSports, mobile, affiliates and a new B2B offering (known as 'Pinnacle Solutions').

In addition, Pinnacle has introduced a new contemporary brand architecture and dynamic design style that has been rolled out across its desktop and mobile sites, along with all supporting marketing materials. A new affiliate site, 'Pinnacle Affiliates', has also launched at www.pinnacle.com/affiliates

Pinnacle's new brand architecture has been designed to bolster the operator's updated mission and positioning. This features a clear intent to deliver its leading odds, high stakes and 'winner's welcome' policy through intuitive, UX-optimised interfaces on web, mobile and native apps, making the betting experience for sharper bettors even quicker and easier.

Pinnacle - New dynamic design style



Paris Smith, CEO of Pinnacle said:

“Our customers, industry peers and team members have known Pinnacle Sports as ‘Pinnacle’ since we launched in 1998, so our rebrand is really just a natural evolution. We were already looking at refreshing the brand to reflect the growing family of betting verticals we offer beyond sports so when we had the chance to acquire the Pinnacle.com domain it was too good an opportunity to pass up”.

Harry Lang, Marketing Director of Pinnacle said:

“The Pinnacle name is synonymous with the best odds and highest stakes in online betting and has been for nearly 20 years. However, as we now offer much more than just a Sportsbook, our rebrand was the perfect opportunity to refresh the whole architecture of the brand and look like the contemporary and dynamic operator our savvy customers want to bet with”.

For more information about Pinnacle please contact press@pinnacle.com.

To become an affiliate for Pinnacle please follow the step-by-step guide
here: www.pinnacle.com/affiliates

Follow us [@Pinnaclesports](https://twitter.com/Pinnaclesports)

▼ Learn more about this notice

For more information about Pinnacle please contact press@pinnacle.com.

EXHIBIT G



Pinnacle Sports Affiliates rebrands to Pinnacle Affiliates

New **Pinnacle.com** domain signals launch of new **www.pinnacle.com/affiliates** site

London, 1st June 2016

Leading gaming operator, Pinnacle Sports, has unveiled a comprehensive rebrand to 'Pinnacle' following the recent acquisition of the **www.pinnacle.com** domain.

A new affiliate site, 'Pinnacle Affiliates', has also launched at **www.pinnacle.com/affiliates**. In addition, Pinnacle has introduced a new contemporary brand architecture and dynamic design style that has been rolled out across its desktop and mobile sites, along with all supporting marketing materials.



Complementing the new brand launch is a bold new logo that showcases Pinnacle's sub-brands for affiliates, sports betting, casino, eSports, B2B and mobile.

Pinnacle's new brand architecture has been designed to bolster the operator's updated mission and positioning. This features a clear intent to deliver its leading odds, high stakes and 'winner's welcome' policy through intuitive, UX-optimised interfaces on web, mobile and native apps, making the betting experience for sharper bettors even quicker and easier.

Pinnacle - New dynamic design style



Paris Smith, CEO of Pinnacle said:

“Our customers, industry peers and team members have known Pinnacle Sports as ‘Pinnacle’ since we launched in 1998, so our rebrand is really just a natural evolution. We’re looking forward to sharing new creative assets with our affiliates and enjoying the next 18 years of profitable partnership”.

Harry Lang, Marketing Director of Pinnacle said:

“The Pinnacle name is synonymous with the best odds and highest stakes in online betting and has been for nearly 20 years. Our rebrand means that affiliates will work with a more contemporary and dynamic version of Pinnacle that will ultimately convert more bettors for them”.

To become an affiliate for Pinnacle please follow the step-by-step guide

here: www.pinnacle.com/affiliates

For more information about Pinnacle Affiliates please contact affiliates@pinnacle.com

► [Learn more about this notice](#)

EXHIBIT H

Combined Declaration of Use and Incontestability under Sections 8 & 15

The table below presents the data as entered.

Input Field	Entered
REGISTRATION NUMBER	3981274
REGISTRATION DATE	06/21/2011
SERIAL NUMBER	85171659
MARK SECTION	
MARK	PINNACLE SPORTS AFFILIATES
ATTORNEY SECTION (current)	
NAME	Juan Chardiet
STREET	6665A OLD DOMINION DR
CITY	MC LEAN
STATE	Virginia
POSTAL CODE	22101-4518
COUNTRY	United States
PHONE	(703) 448-1770 ext 307
FAX	(703) 448-7780
EMAIL	juanchar@verizon.net
DOCKET/REFERENCE NUMBER	PS/US8
ATTORNEY SECTION (proposed)	
NAME	Juan Chardiet
STREET	6867 Elm Street/Suite 101
CITY	MC LEAN
STATE	Virginia
POSTAL CODE	22101
COUNTRY	United States
PHONE	(703) 6227955
EMAIL	juanchar@verizon.net
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PS/US8
CORRESPONDENCE SECTION (current)	
NAME	JUAN CHARDIET
STREET	6665A OLD DOMINION DR
CITY	MC LEAN

STATE	Virginia
POSTAL CODE	22101-4518
COUNTRY	United States
PHONE	(703) 448-1770 ext 307
FAX	(703) 448-7780
EMAIL	juanchar@verizon.net
DOCKET/REFERENCE NUMBER	PS/US8
CORRESPONDENCE SECTION (proposed)	
NAME	JUAN CHARDIET
STREET	6867 Elm Street/Suite 101
CITY	MC LEAN
STATE	Virginia
POSTAL CODE	22101
COUNTRY	United States
PHONE	(703) 6227955
EMAIL	juanchar@verizon.net
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PS/US8
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	035
GOODS OR SERVICES	<p>Administration of a program for enabling participants to obtain discounts on products and services; Advertisement for others on the Internet; Advertising and commercial information services, via the internet; Advertising and directory services, namely, promoting the services of others by providing a web page featuring links to the websites of others; Advertising and marketing services, namely, promoting the goods and services of others; Advertising and promotional services; Advertising and publicity services; Advertising and publicity services, namely, promoting the goods, services, brand identity and commercial information and news of third parties through print, audio, video, digital and on-line medium; Advertising by transmission of on-line publicity for third parties through electronic communications networks; Advertising on the Internet for others; Advertising services; Advertising services, namely, promoting the brands, goods and services of others; Advertising the services of others via web pages optimized for online search engines; Advertising, including on-line advertising on a computer network; Advertising, including promotion relating to the sale of articles and services for third parties by the transmission of advertising material and the dissemination of advertising messages on computer networks; Advertising, promotion and marketing services in the nature of e-mail blast campaigns for others; Contests and incentive award programs to promote the sale of products and services of others; Cooperative advertising and marketing services by way of solicitation, customer service and providing marketing information via web sites on a global computer network; Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; Customer service management for others; Customer services, namely, providing customer service and product inquiry services via telephone and e-mail for others; Dissemination of advertising for others via an on-line communications network on the internet; Dissemination of</p>

	advertising for others via public and private wireless networks for display on mobile devices; General business networking referral services, namely, promoting the goods and services of others by passing business leads and referrals among group members; On-line advertising and marketing services; On-line advertising on computer communication networks; On-line advertising on computer networks; On-line advertising services for others; On-line promotion of computer networks and websites; Online advertisements; Online advertising and promotional services; Online advertising via a computer communications network; Online media monitoring services using computer software to automatically monitor internet websites and online publications for customer-specified topics and to capture relevant content on those topics, and providing documentation and analysis of that online content to others for business purposes; Promoting the goods and services of others by means of distributing advertising on the Internet; Promoting the goods and services of others by means of the issuance of loyalty rewards cards; Promoting the goods and services of others through search engine referral traffic analysis and reporting; Promoting, advertising and marketing of the on-line web sites of others; Promotion, advertising and marketing of on-line web sites; Providing a web site which features advertisements for the goods and services of others on a global computer network
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	SPN0-108286946-20160805154453333037_. Pinnacle_Sports_Affiliates.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT16\IMAGEOUT16\851\716\85171659\xml1\8150002.JPG
SPECIMEN DESCRIPTION	The mark consists of a screenshot of the mark as currently used on the Pinnacle Sports website at: https://www.pinnacle.com/en/notice/pinnacle-sports-affiliates
OWNER SECTION (current)	
NAME	FREKI CORPORATION N.V.
STREET	Pater Euensweg 31 (2nd Floor)
CITY	Wilemstad, Curacao
COUNTRY	ANX
OWNER SECTION (proposed)	
NAME	FREKI CORPORATION N.V.
DBA/AKA/TA/Formerly	DBA PINNACLE SPORTS WORLDWIDE
STREET	Pater Euensweg 31 (2nd Floor)
CITY	Wilemstad, Curacao
COUNTRY	Curacao
PHONE	70362279555
EMAIL	juanchar@verizon.net
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
LEGAL ENTITY SECTION (current)	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	ANX
LEGAL ENTITY SECTION (proposed)	
TYPE	corporation

STATE/COUNTRY OF INCORPORATION	Curacao
PAYMENT SECTION	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
SUBTOTAL AMOUNT	300
TOTAL FEE PAID	300
SIGNATURE SECTION	
SIGNATURE	/Ralph Watson/
SIGNATORY'S NAME	Ralph Watson
SIGNATORY'S POSITION	Company Director
DATE SIGNED	08/12/2016
SIGNATORY'S PHONE NUMBER	7036227955
PAYMENT METHOD	CC
FILING INFORMATION	
SUBMIT DATE	Fri Aug 12 13:32:36 EDT 2016
TEAS STAMP	USPTO/S08N15-XXX.XX.XX.XX -20160812133236610973-398 1274-550cfa24a14ab3d1b4c6 8cab0e4d8a1a3e753d12448d9 92039222beba8995ceb-CC-10 550-20160812132833729398

Combined Declaration of Use and Incontestability under Sections 8 & 15

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 3981274

REGISTRATION DATE: 06/21/2011

MARK: PINNACLE SPORTS AFFILIATES (see,)

The owner, FREKI CORPORATION N.V., DBA PINNACLE SPORTS WORLDWIDE, a corporation of Curacao, having an address of
Pater Euwensweg 31 (2nd Floor)
Wilemstad, Curacao,
Curacao
70362279555
juanchar@verizon.net (authorized)

is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.

For International Class 035, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Administration of a program for enabling participants to obtain discounts on products and services; Advertisement for others on the Internet; Advertising and commercial information services, via the internet; Advertising and directory services, namely, promoting the services of others by providing a web page featuring links to the websites of others; Advertising and marketing services, namely, promoting the goods and services of others; Advertising and promotional services; Advertising and publicity services; Advertising and publicity services, namely, promoting the goods, services, brand identity and commercial information and news of third parties through print, audio, video, digital and on-line medium; Advertising by transmission of on-line publicity for third parties through electronic communications networks; Advertising on the Internet for others; Advertising services; Advertising services, namely, promoting the brands, goods and services of others; Advertising the services of others via web pages optimized for online search engines; Advertising, including on-line advertising on a computer network; Advertising, including promotion relating to the sale of articles and services for third parties by the transmission of advertising material and the dissemination of advertising messages on computer networks; Advertising, promotion and marketing services in the nature of e-mail blast campaigns for others; Contests and incentive award programs to promote the sale of products and services of others; Cooperative advertising and marketing services by way of solicitation, customer service and providing marketing information via web sites on a global computer network; Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; Customer service management for others; Customer services, namely, providing customer service and product inquiry services via telephone and e-mail for others; Dissemination of advertising for others via an on-line communications network on the internet; Dissemination of advertising for others via public and private wireless networks for display on mobile devices; General business networking referral services, namely, promoting the goods and services of others by passing business leads and referrals among group members; On-line advertising and marketing services; On-line advertising on computer communication networks; On-line advertising on computer networks; On-line advertising services for others; On-line promotion of computer networks and websites; Online advertisements; Online advertising and promotional services; Online advertising via a computer communications network; Online media monitoring services using computer software to automatically monitor internet websites and online publications for customer-specified topics and to capture relevant content on those topics, and providing documentation and analysis of that online content to others for business purposes; Promoting the goods and services of others by means of distributing advertising on the Internet; Promoting the goods and services of others by means of the issuance of loyalty rewards cards; Promoting the goods and services of others through search engine referral traffic analysis and reporting; Promoting, advertising and marketing of the on-line web sites of others; Promotion, advertising and marketing of on-line web sites; Providing a web site which features advertisements for the goods and services of others on a global computer network; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) The mark consists of a screenshot of the mark as currently used on the Pinnacle Sports website at:
<https://www.pinnacle.com/en/notice/pinnacle-sports-affiliates>.

Original PDF file:

Converted PDF file(s) (1 page)

[Specimen File1](#)

The registrant's current Attorney Information: Juan Chardiet

6665A OLD DOMINION DR
MC LEAN, Virginia 22101-4518
United States

The docket/reference number is PS/US8.

The registrant's proposed Attorney Information: Juan Chardiet

6867 Elm Street/Suite 101
MC LEAN, Virginia 22101
United States

The docket/reference number is PS/US8.

The phone number is (703) 6227955.

The email address is juanchar@verizon.net.

The registrant's current Correspondence Information: JUAN CHARDIET

6665A OLD DOMINION DR
MC LEAN, Virginia 22101-4518
United States

The docket/reference number is PS/US8.

The registrant's proposed Correspondence Information: JUAN CHARDIET

6867 Elm Street/Suite 101
MC LEAN, Virginia 22101
United States

The docket/reference number is PS/US8.

The phone number is (703) 6227955.

The email address is juanchar@verizon.net.

A fee payment in the amount of \$300 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

Declaration

The mark is in use in commerce on or in connection with the goods/services, or to indicate membership in the collective membership organization, identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under 15 U.S.C. § 1062(c), and is still in use in commerce on or in connection with all goods/services, or to indicate membership in the collective membership organization, listed in the existing registration. There has been no final decision adverse to the owner's claim of ownership of such mark for such goods/services, or to indicate membership in the collective membership organization, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the United States Patent and Trademark Office or in a court.

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /Ralph Watson/ Date: 08/12/2016

Signatory's Name: Ralph Watson

Signatory's Position: Company Director

Signatory's Phone Number: 7036227955

Mailing Address (current):

6665A OLD DOMINION DR
MC LEAN, Virginia 22101-4518

Mailing Address (proposed):

6867 Elm Street/Suite 101
MC LEAN, Virginia 22101

Serial Number: 85171659

Internet Transmission Date: Fri Aug 12 13:32:36 EDT 2016

TEAS Stamp: USPTO/S08N15-XXX.XX.XX.XX-20160812133236

610973-3981274-550cfa24a14ab3d1b4c68cab0

e4d8a1a3e753d12448d992039222beba8995ceb-

CC-10550-20160812132833729398

Pinnacle Sports Affiliates



Why sign up to Pinnacle Sports Affiliates?

The same great benefits apply to our valued partners and affiliates:-

- Commission paid every week - commission is paid on Mondays every week - no waiting 'til the end of the month
- Commission for full player lifetime - we won't cut off payments after a set period
- Commission in multiple currencies - choose the one that makes the most sense for you
- Withdrawing is easy - cash out via all well respected payment processors including from Neteller, Skrill (Moneybookers), Webmoney, Ukash, Przelewy and bank transfers
- Automatic payments - never experience late or delayed commission payments
- Start from scratch and build your income - No minimum earnings or new player

ROUTING SHEET TO POST REGISTRATION (PRU)**Registration Number:** 3981274**Serial Number:** 85171659**RAM Sale Number:** 3981274**RAM Accounting Date:** 20160812**Total Fees:** \$300

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Number of Classes Paid</u>	<u>Total Fee</u>
\$8 affidavit	7205	20160812	\$100	1	1	\$100
\$15 affidavit	7208	20160812	\$200	1	1	\$200

Physical Location: MADCD- ALEX. CENTRAL DOCKET

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

Transaction Date: 20160812

EXHIBIT I

Pinnacle Sports Affiliates



Why sign up to Pinnacle Sports Affiliates?

Pinnacle Sports Affiliates has now been rebranded to 'Pinnacle Affiliates' in line with our new name – 'Pinnacle.com'.

The same great benefits apply to our valued partners and affiliates:-

- **Commission paid every week** – commission is paid on Mondays every week – no waiting 'til the end of the month
- **Commission for full player lifetime** – we won't cut off payments after a set period
- **Commission in multiple currencies** – choose the one that makes the most sense for you
- **Withdrawing is easy** – cash out via all well respected payment processors including from Neteller, Skrill (Moneybookers), Webmoney, Ukash, Przelewy and bank transfers
- **Automatic payments** – never experience late or delayed commission payments
- **Start from scratch and build your income** - No minimum earnings or new player quotas

► [Learn more about this notice](#)

[Back to top](#)

EXHIBIT J

Combined Declaration of Use and Incontestability under Sections 8 & 15

The table below presents the data as entered.

Input Field	Entered
REGISTRATION NUMBER	3981273
REGISTRATION DATE	06/21/2011
SERIAL NUMBER	85171645
MARK SECTION	
MARK	PINNACLE SPORTS DIRECT
ATTORNEY SECTION (current)	
NAME	Juan Chardiet
STREET	6665A OLD DOMINION DR
CITY	MC LEAN
STATE	Virginia
POSTAL CODE	22101-4518
COUNTRY	United States
PHONE	(703) 448-1770 ext 307
FAX	(703) 448-7780
EMAIL	juanchar@verizon.net
DOCKET/REFERENCE NUMBER	PS/US7
ATTORNEY SECTION (proposed)	
NAME	Juan Chardiet
STREET	6867 Elm Street/Suite 101
CITY	MC LEAN
STATE	Virginia
POSTAL CODE	22101
COUNTRY	United States
PHONE	(703) 622-7955
EMAIL	juanchar@verizon.net
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PS/US7
CORRESPONDENCE SECTION (current)	
NAME	JUAN CHARDIET
STREET	6665A OLD DOMINION DR

CITY	MC LEAN
STATE	Virginia
POSTAL CODE	22101-4518
COUNTRY	United States
PHONE	(703) 448-1770 ext 307
FAX	(703) 448-7780
EMAIL	juanchar@verizon.net
DOCKET/REFERENCE NUMBER	PS/US7
CORRESPONDENCE SECTION (proposed)	
NAME	JUAN CHARDIET
STREET	6867 Elm Street/Suite 101
CITY	MC LEAN
STATE	Virginia
POSTAL CODE	22101
COUNTRY	United States
PHONE	(703) 622-7955
EMAIL	juanchar@verizon.net
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PS/US7
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	035
GOODS OR SERVICES	<p>Administration of a program for enabling participants to obtain discounts on products and services; Advertisement for others on the Internet; Advertising and commercial information services, via the Internet; Advertising and directory services, namely, promoting the services of others by providing a web page featuring links to the web sites of others; Advertising and marketing services, namely, promoting the goods and services of others; Advertising and promotional services; Advertising and publicity services; Advertising and publicity services, namely, promoting the goods, services, brand identity and commercial information and news of third parties through print, audio, video, digital and on-line medium; Advertising by transmission of on-line publicity for third parties through electronic communications networks; Advertising on the Internet for others; Advertising services; Advertising services, namely, promoting the brands, goods and services of others; Advertising the services of others via web pages optimized for online search engines; Advertising, including on-line advertising on a computer network; Advertising, including promotion relating to the sale of articles and services for third parties by the transmission of advertising material and the dissemination of advertising messages on computer networks; Advertising, promotion and marketing services in the nature of e-mail blast campaigns for others; Contests and incentive award programs to promote the sale of products and services of others; Cooperative advertising and marketing services by way of solicitation, customer service and providing marketing information via web sites on a global computer network; Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; Customer service management for others; Customer services, namely, providing customer service and product inquiry services via telephone and e-mail for others; Dissemination of advertising for others via an on-line communications network on the Internet; Dissemination of advertising for</p>

	<p>others via public and private wireless networks for display on mobile devices; General business networking referral services, namely, promoting the goods and services of others by passing business leads and referrals among group members; On-line advertising and marketing services; On-line advertising on computer communication networks; On-line advertising on computer networks; On-line advertising services for others; On-line promotion of computer networks and web sites; Online advertisements; Online advertising and promotional services; Online advertising via a computer communications network; Online media monitoring services using computer software to automatically monitor Internet web sites and online publications for customer-specified topics and to capture relevant content on those topics, and providing documentation and analysis of that online content to others for business purposes; Promoting the goods and services of others by means of distributing advertising on the Internet; Promoting the goods and services of others by means of the issuance of loyalty rewards cards; Promoting the goods and services of others through search engine referral traffic analysis and reporting; Promoting, advertising and marketing of the on-line web sites of others; Promotion, advertising and marketing of on-line web sites; Providing a web site which features advertisements for the goods and services of others on a global computer network</p>
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	SPN0-108286946-20160804170949590251_1_PINNACLE_SPORTS_DIRECT.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT16\IMAGEOUT16\851\716\85171645\xml1\8150002.JPG
SPECIMEN DESCRIPTION	The mark consists of a screenshot of the mark as currently used on the Pinnacle Sports website at: https://www.pinnacle.com/en/notice/pinnacle-sports-direct
OWNER SECTION (current)	
NAME	FREKI CORPORATION N.V.
STREET	Pater Euwensweg 31 (2nd Floor)
CITY	Wilemstad, Curacao
COUNTRY	ANX
OWNER SECTION (proposed)	
NAME	FREKI CORPORATION N.V.
DBA/AKA/TA/Formerly	DBA PINNACLE SPORTS WORLDWIDE
STREET	Pater Euwensweg 31 (2nd Floor)
CITY	Wilemstad, Curacao
COUNTRY	Curacao
PHONE	7036227955
EMAIL	juanchar@verizon.net
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
LEGAL ENTITY SECTION (current)	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	ANX
LEGAL ENTITY SECTION (proposed)	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Curacao
PAYMENT SECTION	

NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
SUBTOTAL AMOUNT	300
TOTAL FEE PAID	300
SIGNATURE SECTION	
SIGNATURE	/Ralph Watson/
SIGNATORY'S NAME	Ralph Watson
SIGNATORY'S POSITION	Company Director
DATE SIGNED	08/12/2016
SIGNATORY'S PHONE NUMBER	7036227955
PAYMENT METHOD	CC
FILING INFORMATION	
SUBMIT DATE	Fri Aug 12 13:26:05 EDT 2016
TEAS STAMP	USPTO/S08N15-XXX.XX.XX.XX -20160812132605029147-398 1273-55080286e2fd3528e2ed 4a86a8d45442abcd4a3ba9527 23bdad69b5e658b5ff3b-CC-1 0468-20160812132021257491

Combined Declaration of Use and Incontestability under Sections 8 & 15

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 3981273

REGISTRATION DATE: 06/21/2011

MARK: PINNACLE SPORTS DIRECT (see,)

The owner, FREKI CORPORATION N.V., DBA PINNACLE SPORTS WORLDWIDE, a corporation of Curacao, having an address of
Pater Euwensweg 31 (2nd Floor)
Wilemstad, Curacao,
Curacao
7036227955
juanchar@verizon.net (authorized)

is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.

For International Class 035, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Administration of a program for enabling participants to obtain discounts on products and services; Advertisement for others on the Internet; Advertising and commercial information services, via the Internet; Advertising and directory services, namely, promoting the services of others by providing a web page featuring links to the web sites of others; Advertising and marketing services, namely, promoting the goods and services of others; Advertising and promotional services; Advertising and publicity services; Advertising and publicity services, namely, promoting the goods, services, brand identity and commercial information and news of third parties through print, audio, video, digital and on-line medium; Advertising by transmission of on-line publicity for third parties through electronic communications networks; Advertising on the Internet for others; Advertising services; Advertising services, namely, promoting the brands, goods and services of others; Advertising the services of others via web pages optimized for online search engines; Advertising, including on-line advertising on a computer network; Advertising, including promotion relating to the sale of articles and services for third parties by the transmission of advertising material and the dissemination of advertising messages on computer networks; Advertising, promotion and marketing services in the nature of e-mail blast campaigns for others; Contests and incentive award programs to promote the sale of products and services of others; Cooperative advertising and marketing services by way of solicitation, customer service and providing marketing information via web sites on a global computer network; Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; Customer service management for others; Customer services, namely, providing customer service and product inquiry services via telephone and e-mail for others; Dissemination of advertising for others via an on-line communications network on the Internet; Dissemination of advertising for others via public and private wireless networks for display on mobile devices; General business networking referral services, namely, promoting the goods and services of others by passing business leads and referrals among group members; On-line advertising and marketing services; On-line advertising on computer communication networks; On-line advertising on computer networks; On-line advertising services for others; On-line promotion of computer networks and web sites; Online advertisements; Online advertising and promotional services; Online advertising via a computer communications network; Online media monitoring services using computer software to automatically monitor Internet web sites and online publications for customer-specified topics and to capture relevant content on those topics, and providing documentation and analysis of that online content to others for business purposes; Promoting the goods and services of others by means of distributing advertising on the Internet; Promoting the goods and services of others by means of the issuance of loyalty rewards cards; Promoting the goods and services of others through search engine referral traffic analysis and reporting; Promoting, advertising and marketing of the on-line web sites of others; Promotion, advertising and marketing of on-line web sites; Providing a web site which features advertisements for the goods and services of others on a global computer network; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) The mark consists of a screenshot of the mark as currently used on the Pinnacle Sports website at:
<https://www.pinnacle.com/en/notice/pinnacle-sports-direct>.

Original PDF file:

Converted PDF file(s) (1 page)

[Specimen File1](#)

The registrant's current Attorney Information: Juan Chardiet

6665A OLD DOMINION DR
MC LEAN, Virginia 22101-4518
United States

The docket/reference number is PS/US7.

The registrant's proposed Attorney Information: Juan Chardiet

6867 Elm Street/Suite 101
MC LEAN, Virginia 22101
United States

The docket/reference number is PS/US7.

The phone number is (703) 622-7955.

The email address is juanchar@verizon.net.

The registrant's current Correspondence Information: JUAN CHARDIET

6665A OLD DOMINION DR
MC LEAN, Virginia 22101-4518
United States

The docket/reference number is PS/US7.

The registrant's proposed Correspondence Information: JUAN CHARDIET

6867 Elm Street/Suite 101
MC LEAN, Virginia 22101
United States

The docket/reference number is PS/US7.

The phone number is (703) 622-7955.

The email address is juanchar@verizon.net.

A fee payment in the amount of \$300 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

Declaration

The mark is in use in commerce on or in connection with the goods/services, or to indicate membership in the collective membership organization, identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under 15 U.S.C. § 1062(c), and is still in use in commerce on or in connection with all goods/services, or to indicate membership in the collective membership organization, listed in the existing registration. There has been no final decision adverse to the owner's claim of ownership of such mark for such goods/services, or to indicate membership in the collective membership organization, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the United States Patent and Trademark Office or in a court.

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /Ralph Watson/ Date: 08/12/2016

Signatory's Name: Ralph Watson

Signatory's Position: Company Director

Signatory's Phone Number: 7036227955

Mailing Address (current):

6665A OLD DOMINION DR
MC LEAN, Virginia 22101-4518

Mailing Address (proposed):

6867 Elm Street/Suite 101
MC LEAN, Virginia 22101

Serial Number: 85171645

Internet Transmission Date: Fri Aug 12 13:26:05 EDT 2016

TEAS Stamp: USPTO/S08N15-XXX.XX.XX.XX-20160812132605

029147-3981273-55080286e2fd3528e2ed4a86a

8d45442abcd4a3ba952723bdad69b5e658b5ff3b

-CC-10468-20160812132021257491


Pinnacle Sports Direct



Winners are welcome at Pinnacle

At Pinnacle our 'Winner's Welcome' policy means we will never turn away a customer - unlike some of our competitors. That means we actively encourage our players to become 'better bettors' by understanding things like bankroll management, their selected sports, geographic and temporal anomalies - in fact anything and everything that could give them an edge before they place their bet.

We also share statistics, for example our 'Bet Shares' show where the money is being placed either side of a certain result. You can see an example of how we try and educate our customers in the article below

A white tactical diagram on a dark blue background, showing a soccer pitch layout with 'x' marks for defense, 'o' marks for offense, and arrows indicating player movement.

**Enjoy reading our
strategy articles?**

Put your knowledge into practice

Open an account

ROUTING SHEET TO POST REGISTRATION (PRU)**Registration Number:** 3981273**Serial Number:** 85171645**RAM Sale Number:** 3981273**RAM Accounting Date:** 20160812**Total Fees:** \$300

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Number of Classes Paid</u>	<u>Total Fee</u>
\$8 affidavit	7205	20160812	\$100	1	1	\$100
\$15 affidavit	7208	20160812	\$200	1	1	\$200

Physical Location: MADCD- ALEX. CENTRAL DOCKET

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

Transaction Date: 20160812

EXHIBIT K



**Due to your detected location we are obliged to block
your access to Pinnacle.**

▼ [Learn more about this notice](#)

Based on your detected IP we have determined your location to be within the USA, and must therefore
block your access to Pinnacle